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**IN THE UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

SYNOPSYS, INC,	)	Case No. C 03-2289 MJJ
	)	
Plaintiff,	)	DECLARATORY JUDGMENT ACTION
	)	
vs.	)	ANSWER OF DEFENDANT RICOH
	)	COMPANY, LTD.
RICOH COMPANY, LTD.,	)	
	)	
Defendant.	)	
	)	

Defendant Ricoh Company, Ltd. ("Ricoh") for its Answer to the Complaint hereby responds to the number paragraphs of the Complaint filed by Synopsys, Inc. ("Synopsys") and it doing so denies the allegations of the Complaint except as specifically stated:

1 **PARTIES**

2 1. Ricoh admits that Synopsys is a Delaware corporation having its principal  
3 place of business at 700 E. Middlefield Road, Mountain View, California in response to  
4 paragraph 1 of the complaint. Except as expressly admitted herein, denied.

5 2. Ricoh admits that it is a Japanese corporation having its principal place of  
6 business at 3-6 Nakamagome 1-chome, Ohta-ku Tokyo, Japan in response to paragraph  
7 2 of the complaint. Except as expressly admitted herein, denied.

8 **OVERVIEW**

9 3. Ricoh denies that this action is brought to resolve the apprehension under  
10 which Synopsys is forced to conduct its business in the United States as a result of the  
11 threatened assertion of infringement of certain patents assigned to Ricoh in response to  
12 paragraph 3 of the complaint. Except as expressly admitted herein, denied.

13 4. In response to paragraph 4 of the complaint, upon information and belief,  
14 Ricoh admits that Synopsys is a supplier of a type of Electronic Design Automation  
15 ("EDA") software known as logic synthesis software, however Ricoh lacks information  
16 sufficient to form a belief as to as to whether Synopsys is the leading supplier of a type  
17 of Electronic Design Automation ("EDA") software, and on that basis, denies that  
18 allegation. Upon information and belief, Ricoh admits that one of Synopsys' products is  
19 "Design Compiler" synthesis tool; however, Ricoh lacks information sufficient to form a  
20 belief that one of Synopsys' most popular products is its "Design Compiler" synthesis  
21 tool, and on that basis, denies that allegation. Except as expressly admitted herein,  
22 denied.

23 5. In response to paragraph 5 of the complaint Ricoh admits that it is the  
24 assignee and beneficial owner of United States patents U.S. Patent No. 4,922,432 (the "  
25 '432 Patent") and U.S. Patent No. 5,197,016 (the "'016 Patent"). Ricoh admits that these  
26 patents disclose and claim a particular logic synthesis software tool and a portion of a  
27 process for manufacturing ASICs. Ricoh admits that the '016 Patent issued as a  
28 continuation-in-part of the same patent application that issued as the '432 Patent.

1 Except as expressly admitted herein, denied.

2           6. In response to paragraph 6 of the complaint Ricoh admits that on January  
3 21, 2003, it filed a patent infringement action against Aeroflex Inc. ("Aeroflex"), AMI  
4 Semiconductor, Inc. ("AMI"), and Matrox Electronic Systems, Ltd., Matrox Graphics  
5 Inc., Matrox International Corp., and Matrox Tech, Inc. (collectively "Matrox") in the  
6 United States District Court for the District of Delaware (collectively the "Delaware  
7 defendants"). Ricoh admits its suit alleges that each of the defendants infringe one or  
8 more of the claims of the '432 Patent. Upon information and belief, Ricoh admits that  
9 Aeroflex, AMI and some of the Matrox entities are users of Synopsys' software. Ricoh  
10 admits that it has indicated in communications to one of the defendants in the Delaware  
11 litigation that a portion of the basis of its infringement allegations is the Delaware  
12 defendants' use of Synopsys' Design Compiler product. Except as expressly admitted  
13 herein, denied.

14           7. In response to paragraph 7 of the complaint Ricoh admits that after filing  
15 the Delaware suit, Ricoh, through its counsel, sent letters to one or more companies that  
16 design and manufacture ASICs and in the process use Synopsys' software. Ricoh's  
17 letters assert that the recipients are using "a computer-aided design system obtained  
18 from Synopsys, including Design Compiler." Ricoh admits one of it's letters states that  
19 "RicoH owns two of the basic patent directed to computer-aided design processes.  
20 These are U.S. Patent Nos. 4,922,432 and 5,197,016. They cover significant advances in  
21 computer-aided design processes for designing custom designed ICs for specific  
22 applications direct from architecture independent functional specifications for the  
23 integrated circuit" and that Ricoh is currently enforcing the '432 patents in a lawsuit  
24 filed in the U.S. District Court in Delaware. Ricoh admits that one of its letters  
25 concludes by requesting the receiver respond to the letter. Except as expressly admitted  
26 herein, denied.

27           8. In response to paragraph 8 of the complaint, Ricoh states that it has not  
28 asserted any allegation of infringement of the '016 patent against Synopsys, the

1 Delaware defendants or the companies to whom Ricoh has offered licenses under the  
2 '432 and '016 patents. Ricoh's assertion of the '432 patent against the Delaware  
3 defendants is based on the activities of the Delaware defendants. Ricoh lacks  
4 information sufficient knowledge and information to form a belief as to whether based  
5 on these letters and the Delaware suit, Synopsys is informed and believes that Ricoh's  
6 purpose is to assert the '432 Patent and the '016 Patent against Synopsys' customer in an  
7 effort to extract licensing royalties from the use of Synopsys' products, including Design  
8 Compiler, and therefore denies same. Except as expressly admitted herein, denied.

9           9. In response to paragraph 9 of the complaint Ricoh admits that the original  
10 assignees to the '432 Patent and '016 Patent were International Chip Corporation  
11 ("ICC") and Ricoh. Ricoh admits that in 1991, ICC assigned its interests in both patents  
12 to Knowledge Based Silicon Corporation ("KBSC"). Ricoh admits that KBSC  
13 subsequently assigned its interests in both patents to Ricoh in 2001. Except as expressly  
14 admitted herein, denied.

15           10. In response to paragraph 10 of the complaint Ricoh admits that a person  
16 representing KBS met with representatives from Synopsys during the 1991 meeting of  
17 the Design Automation Conference, held in San Francisco, denies that during that  
18 meeting, Synopsys was told that its Design Compiler product practiced certain claims  
19 of the '432 Patent, and admits that KBS's efforts to persuade Synopsys to license  
20 technology were unsuccessful. Except as admitted or denied, Ricoh lacks sufficient  
21 knowledge and information sufficient to form a belief as to the other allegations of the  
22 paragraph 10 of the Complaint and on that basis denies the same.

23           11. In response to paragraph 11 of the complaint Ricoh lacks sufficient  
24 knowledge and information sufficient to form a belief as to whether KBS developed and  
25 marketed products, including products named flowHDL and blockHDL, which were  
26 designed to be interoperable with Synopsys' Design Compiler product and on that  
27 basis, denies that allegation. Ricoh lacks sufficient knowledge and information  
28 sufficient to form a belief as to whether in 1993 and 1995, in order to assist KBS with

1 efforts to make its products interoperable with Synopsys' products, KBS and Synopsys  
2 entered into several agreements, including a license to Design Compiler, under which  
3 Synopsys disclosed confidential information about its products, and rendered other  
4 technical assistance, to KBS and on that basis, denies that allegation. Ricoh lacks  
5 sufficient knowledge and information sufficient to form a belief as to whether that at no  
6 point during these cooperative efforts did KBS make any allegations that Synopsys'  
7 products were infringing either the '432 Patent or the '016 Patent and on that basis,  
8 denies that allegation. Ricoh admits that it has been a licensed user of Synopsys' Design  
9 Compiler software since at least 1997. Except as expressly admitted herein, denied.

### 10 JURISDICTION

11 12. In response to paragraph 12 of the complaint Ricoh admits that the  
12 plaintiff's claim purports to be an action for the resolution of an existing conflict under  
13 the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202. Ricoh denies that the  
14 underlying causes of action arise under the patent laws of the United States, including  
15 35 U.S.C. §§ 271 and 282. Ricoh admits that Synopsys purports to seek a declaration by  
16 this Court that the "432 Patent and the '016 Patent are invalid, unenforceable, and not  
17 infringed by Synopsys and its customers. Ricoh denies that the subject matter  
18 jurisdiction of this Court is established by 28 U.S.C. § 1338. Except as expressly  
19 admitted herein, denied.

20 13. In response to paragraph 13 of the complaint Ricoh denies that the subject  
21 matter jurisdiction of this Court for all counts stated herein is also established by the  
22 general jurisdiction of district courts under United States law, 28 U.S.C. §§ 1331 and  
23 1332.

24 14. In response to paragraph 14 of the complaint Ricoh denies that this Court  
25 has personal jurisdiction over Ricoh and further denies that Ricoh transacts business,  
26 performs some character of work or service in California, or contracts to supply services  
27 or things in California and has sufficient minimum contacts with this state.

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15. In response to paragraph 15 of the complaint Ricoh denies that this action present an actual case or controversy because the alleged acts of Ricoh have created in Synopsys a reasonable apprehension that, as a result of Synopsys' continuing manufacture, use, and sale of its Design Compiler product in the United States, Synopsys will be sued for infringement of the '432 Patent and the '016 Patent. Ricoh lacks sufficient knowledge and information sufficient to form a belief as to whether Synopsys fears that Synopsys will suffer commercial injury if Ricoh continues to sue, and threaten to sue, Synopsys' customers, as those customers will then be dissuaded from purchasing and using Design Compiler and other Synopsys logic synthesis products and on that basis, denies that allegation. Except as expressly admitted herein, denied.

## VENUE

16. In response to paragraph 16 of the complaint Ricoh denies that the venue for this action is proper in this judicial district under 38 U.S.C. § 1391 (b) and (c).

COUNT I

## Declaratory Judgment That U.S. Patent No. 4,922,432 Is Not Infringed By Any Synopsys Logic Synthesis Product

17. In response to paragraph 17 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 16 of this Complaint.

18. In response to paragraph 18 of the complaint Ricoh denies that Synopsys has not made, used, offered to sell or sold, within the United States, or imported into the United States, any products or processes that infringe any valid claim of the '432 Patent, either directly, indirectly, contributorily or otherwise, and has not induced others to infringe the '432 Patent and avers that Ricoh has agreed to assert the '432 Patent against Synopsys' current products. Except as expressly admitted herein, denied.

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**COUNT II**

**Declaratory Judgment That The Claims of U.S. Patent 4,922,432 Are Invalid**

19. In response to paragraph 19 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 18 of this Complaint.

20. In response to paragraph 20 of the complaint Ricoh denies each and every allegation of the Paragraph 20 of the Complaint.

**COUNT III**

**Declaratory Judgment That U.S. Patent No. 5,197,016 Is Not Infringed By Any  
Synopsys Logic Synthesis Product**

21. In response to paragraph 21 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 20 of this Complaint.

22. In response to paragraph 22 of the complaint Ricoh lacks information sufficient to form a belief as to whether Synopsys has made, used, offered to sell or sold, within the United States, or imported into the United States, any products or processes that infringe any valid claim of the '016 Patent, either directly, indirectly, contributorily or otherwise, and has induced others to infringe the '016 Patent and on that basis, denies that allegation. Except as expressly admitted herein, denied.

**COUNT IV**

**Declaratory Judgment That The Claims of U.S. Patent 5,197,016 Are Invalid**

23. In response to paragraph 23 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 22 of this Complaint.

24. In response to paragraph 24 of the complaint Ricoh denies each and every allegation of the Paragraph 22 of the Complaint.

**COUNT V**

**Declaratory Judgment Barring Ricoh From Recovery Under the  
Doctrine of Laches**

25. In response to paragraph 25 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 24 of this Complaint.

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26. In response to paragraph 26 of the complaint Ricoh admits that it uses Synopsys' logic synthesis software and that it is familiar with the general operation of this software from its use of the software but otherwise denies the allegations of this paragraph.

27. In response to paragraph 27 of the complaint Ricoh denies each and every allegation of the Paragraph 27 of the Complaint.

## COUNT VI

## Declaratory Judgment Barring Ricoh From Recovery Under the Doctrine of Equitable Estoppel

28. In response to paragraph 28 of the complaint Ricoh repeats its responses to the allegations in paragraphs 1 through 27 of this Complaint.

29. In response to paragraph 29 of the complaint Ricoh denies each and every allegation of the Paragraph 29 of the Complaint.

## RESERVATION OF CLAIMS

30. In response to paragraph 30 of the complaint Ricoh denies this paragraph sets forth a proper pleading but to the extent necessary or appropriate, denies each and every allegation of the Paragraph 30 of the Complaint.

## DEFENSES

In further response to the Complaint, Defendant Ricoh asserts the following:

## FIRST AFFIRMATIVE DEFENSE: LACK OF JURISDICTION

31. The Court lacks personal jurisdiction over Ricoh.

## SECOND AFFIRMATIVE DEFENSE: LACK OF CASE OR CONTROVERSY

32. There is no case or controversy that exists between Ricoh and Synopsys related to the '432 patent or the '016 patent.

**THIRD AFFIRMATIVE DEFENSE: FAILURE TO STATE A CLAIM UPON WHICH  
RELIEF CAN BE GRANTED**

33. The Complaint fails to state a claim upon which relief can be granted.

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**RESERVATION OF DEFENSES**

34. With discovery still ongoing, Ricoh has yet to complete its investigation. Ricoh reserves the right to assert any other defenses that may be revealed during discovery.

Dated: October 6, 2003

Respectfully submitted,

Ricoh Company, Ltd.

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